

1 JAMES W. PUZEY, ESQ.
 2 E-mail: jpuzey@nvlawfirm.com
 3 Nevada Bar No. 5745
 4 AUDREY DAMONTE, ESQ.
 5 E-mail: adamonte@nvlawfirm.com
 6 Nevada Bar No. 4244
 KEARNEY PUZEY DAMONTE LTD.
 800 S. Meadows Parkway
 Reno, Nevada 89521
 Telephone: 775/851-8700

7 RONALD J. THOMPSON, ESQ.
 Nevada Bar No. 5524
 8 E-mail rthompson@nvlawfirm.com
 ADAM J. PERNSTEINER, ESQ.
 9 Nevada Bar No. 7862
 E-mail: apernsteiner@nvlawfirm.com
 KEARNEY PUZEY DAMONTE LTD.
 10 300 South Fourth Street, Suite 1010
 Las Vegas, Nevada 89101
 Telephone: 702/760-0177

11
 12 *Attorneys for Clark County School District,
 13 Matthew Spurk, Patricia Chandler, Ray Negrete,
 Rebecca Lucero, and Chris Greathouse*
 14

15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

17 SHUSHAN SAJJADI, an individual,

18 Plaintiff,

CASE NO.: 2:24-cv-00079-JAD-EJY

19 vs.

20 CLARK COUNTY SCHOOL DISTRICT, a
 political subdivision of the State of Nevada;
 21 MARBELLA ALFONZO, an individual;
 MATTHEW SPURK, an individual; PATRICIA
 22 CHANDLER, an individual; RAY NEGRETTE,
 an individual; REBECCA LUCERO, an
 individual; CHRIS GREATHOUSE, an
 individual, and DOES 1-X, inclusive;
 23 Defendants.

**STIPULATION AND [PROPOSED]
 ORDER FOR ENTRY OF
 CONFIDENTIALITY ORDER**

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 26 Defendants Clark County School District, Patricia Chandler, Ray Negrete, Rebecca
 27 Lucero, Chris Greathouse (the “CCSD Defendants”), by and through their undersigned counsel,
 28 KEARNEY PUZEY DAMONTE LTD.; Defendant Marbella Alfonzo (“Defendant Alfonzo”), by

1 and through her undersigned counsel, LITTLER MENDELSON, P.C.; and Plaintiff Shushan
2 Sadjadi ("Plaintiff"), by and through her undersigned counsel, BRIAN K. BERMAN, CHTD.
3 (collectively the "Parties"); hereby stipulate and agree to the entry of the proposed Confidentiality
4 and Protective Order attached hereto as **Exhibit 1** in accordance with the Court's prior minute
5 order [ECF No. 61] of April 18, 2025.

6 **IT IS SO AGREED AND STIPULATED.**

7

8 Dated: May 2, 2025

Dated: May 2, 2025

9 Respectfully submitted,

Respectfully submitted,

10 /s/ Brian K. Berman

/s/ Andrew S. Clark

11 BRIAN K. BERMAN, ESQ.
12 Attorneys for Plaintiff
SHUSHAN SADJADI

ETHAN D. THOMAS, ESQ.
ANDREW S. CLARK, ESQ.
LITTLER MENDELSON, P.C.

13

Attorneys for Defendant
MARBELLA ALFONZO

14

Respectfully submitted,

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/s/ Adam J. Pernsteiner

16

JAMES W. PUZEY, ESQ.
AUDREY DAMONTE, ESQ.
RONALD J. THOMPSON, ESQ.
ADAM J. PERNSTEINER, ESQ.
KEARNEY PUZEY DAMONTE LTD.

17

Attorneys for Defendants
CLARK COUNTY SCHOOL DISTRICT,
MATTHEW SPURK, PATRICIA
CHANDLER, RAY NEGRETE, AND
CHRIS GREATHOUSE

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IT IS SO ORDERED:

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26 Layna J. Zouchah
UNITED STATES MAGISTRATE JUDGE

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DATED: May 5, 2025

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EXHIBIT 1

**PROPOSED CONFIDENTIALITY AND
PROTECTIVE ORDER**

EXHIBIT 1

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

10 SHUSHAN SADJADI, an individual,
11 Plaintiff,
12 vs.
13 CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada;
14 MARBELLA ALFONZO, an individual;
15 MATTHEW SPURK, an individual; PATRICIA
CHANDLER, an individual; RAY NEGRETE,
16 an individual; REBECCA LUCERO, an
individual; CHRIS GREATHOUSE, an
individual, and DOES 1-X, inclusive;
17 Defendants.

CASE NO.: 2:24-cv-00079-JAD-EJY

CONFIDENTIALITY AND PROTECTIVE ORDER

WHEREAS a confidentiality and protective order is needed in this case for the purpose of facilitating the exchange of documents and information between the Parties to this action without involving the Court unnecessarily in the process.

WHEREAS the Parties in this matter may be required under the Federal Rules of Civil
23 Procedure, or pursuant to written discovery requests, to produce documents and/or information
24 that contain confidential financial information, sensitive health information, proprietary
25 information, sensitive personal information, home addresses, social security numbers, dates of
26 birth, medical information, home or personal phone numbers, tax records, or any other similar
27 personal information not otherwise publicly available, any identifiable information regarding a

1 person who is, or was at the time, a minor other sensitive information that the Parties wish to
2 remain confidential (collectively "Confidential Information").

3 WHEREFORE, based upon the above and the pleadings and papers before Court, and good
4 cause appearing, the Court hereby orders as follows:

5 1. Any discovery response, information, document or thing produced, and/or
6 deposition testimony given in connection with this litigation that contains sensitive information
7 may be designated as Confidential Information. Provided, however, that a Party designating
8 Confidential Information must first make a good faith determination that protection is warranted
9 within the parameters of Fed. R. Civ. P. 26(c) and take care to limit any such designation to specific
10 information that qualifies under appropriate standards and this Confidentiality Order. A Party
11 designating Confidential Information must take care to designate for protection only those parts of
12 any disclosure that qualify so that other portions of the disclosure for which protection is not
13 warranted are not swept unjustifiably within the ambit of this Confidentiality Order. Mass,
14 indiscriminate, or routinized designations are prohibited.

15 2. Confidential Information entitled to confidential treatment may include: (a) paper,
16 tapes, documents (including, but not limited to, answers to document requests, interrogatories,
17 requests for admission, disks, diskettes, emails and other electronic data, and other tangible things
18 produced by or obtained from any person in connection with this litigation; (b) transcripts of
19 depositions, in whole or in part, and exhibits thereto; and (c) copies, extracts, and complete or
20 partial summaries or charts or notes prepared or derived from such papers, documents or things.
21 Confidential Information shall also include sensitive personal information that is not publicly
22 available, such as home addresses, social security numbers, dates of birth, employment personnel
23 files, medical information, home or personal telephone numbers, employee disciplinary records,
24 wage statements or earning statements, employee benefits data, tax records, and other similar
25 personal financial information. The handling of such information shall be made in accordance
26 with the terms of this Confidentiality Order. The foregoing notwithstanding, this Stipulated
27 Protective Order is intended to acknowledge, and not to alter or abridge, any party's obligations
28 under the Federal Educational Rights and Privacy Act, 24 U.S.C. § 1232g & 34 C.F.R. § 99

1 ("FERPA"). Material may be designated as Confidential Information by one of the following
2 methods:

3 a. In the case of documents or other materials (apart from depositions or other
4 pretrial testimony): by affixing the legend "Confidential" to each page containing
5 any Confidential Information, except that in the case of multi-page documents
6 bound together by staple or other permanent binding, the word "Confidential" need
7 only be stamped on the first page of the document in order for the entire document
8 to be treated as Confidential.¹

9 b. In the case of depositions, including exhibits thereto, or other pretrial
10 testimony: (i) by a statement on the record, by any counselor for the deponent, at
11 the time of such disclosure; or (ii) by written notice from any Party's counselor the
12 deponent or his/her counsel, within ten business days after receiving a copy of the
13 transcript thereof, designating all or some of the transcript and/or documents
14 referred to therein as Confidential. Such written notice must be sent to counsel for
15 all Parties, the deponent and counsel for the deponent. Only those portions of the
16 transcripts so designated as "Confidential" must be treated as Confidential. The
17 Parties may modify this procedure for any particular deposition, by a writing signed
18 by counsel for all Parties and by the deponent or counsel for the deponent, without
19 further order from the Court.

20 3. Once designated as "Confidential," such information shall be used by the Parties
21 solely in connection with this litigation, and not for any business, competitive, other litigation or
22 governmental purpose or function, and such information shall not be disclosed to anyone, except
23 as expressly provided herein or by specific order by the Court. To the extent CCSD asserts that
24 employee-related conduct with respect to a disciplinary-type event related to Plaintiff's claims
25 should be maintained as Confidential, CCSD shall bear the burden of demonstrating that such
26 document or record is, in fact, Confidential.

27

28¹ In the case of electronic documents created from bound documents, each page must be marked "Confidential."

1 4. If a Party fails to mark “Confidential” upon disclosure of information, any Party
2 may subsequently designate that material as Confidential by giving written notice to the Parties
3 and providing properly marked or designated copies within fourteen (14) days of such disclosure.
4 Should any party wish to designate or re-designate as Confidential any material that was produced
5 before the entry of this stipulated agreement, including documents previously produced as
6 confidential, it must do so within twenty-one (21) days of the entry of this Order. In the event
7 information is not marked as Confidential and is used by the receiving party prior to any
8 confidential designation, it shall be incumbent upon the designating party to prove the confidential
9 nature of such material to the Court.

10 5. Any Party may, at any time, request in writing that any Confidential Information
11 be released from the requirements of this Confidentiality Order. A Party who makes such a request
12 shall be referred to in this Confidentiality Order as the “Requesting Party” and must specify the
13 basis for objection to any confidentiality designation. Upon written request, the Party claiming
14 that information is “Confidential” shall meet and confer with the Requesting Party within fourteen
15 (14) days of receipt of a written request therefor. If an agreement cannot be reached by negotiation,
16 and the Court has not provided for a different procedure to handle such disputes, then the
17 Requesting Party may make an application for a ruling from the Court on the continued application
18 of the “Confidential” designation (discussed below) of such information or document. The
19 Requesting Party shall submit the contested Confidential Information to the Court under seal
20 and/or for in camera inspection in compliance with local and federal rules and laws, and the terms
21 of this Confidentiality Order shall continue to apply to such Confidential Information until the
22 Court rules on the application.

23 6. Apart from disclosure to the Court and Court personnel, Confidential Information
24 may be disclosed only to the following persons:

25 a. any Party to this action;
26 b. counsel of record for any Party to this action, including other members of
27 counsel’s law firm and any other counsel associated to assist in the preparation or
28 trial of this case;

- 1 c. paralegal, stenographic, clerical, and secretarial personnel currently
2 employed by counsel of record for any Party to the case, (including but not limited
3 to photocopy service personnel and document management vendors, such as coders
4 and data-entry personnel, retained by counsel);
5 d. stenographic, video, or audio court reporters engaged to record depositions
6 in this litigation, and certified interpreters and/or translators for those depositions,
7 if any;
8 e. expert(s) and consultant(s) and their secretarial, technical, and clerical
9 employees (including but not limited to photocopy service personnel and document
10 management vendors, such as coders and data-entry personnel) who assist in the
11 preparation of this action, but only after such persons have completed the
12 certification contained in **Attachment A**;
13 f. any person identified on the face of any such Confidential Information as
14 an author or recipient thereof;
15 g. any person who is determined to have been an author and/or previous
16 recipient of the Confidential Information, but who is not identified on the face
17 thereof, provided there is good faith belief by counsel of actual authorship or receipt
18 of the Confidential Information by such person prior to such person being shown
19 any Confidential Information;
20 h. during witnesses' depositions, such witnesses in the action to whom
21 disclosure is reasonably necessary and who completed the certification contained
22 in **Attachment A**;
23 i. the Court and any non-party engaged by the Parties or appointed by the
24 Court for purposes of acting as a Discovery Referee, Special Master, and/or neutral
25 arbitrator or mediator in any alternative dispute resolution procedures in which the
26 Parties may participate; and
27 j. any other person by written agreement among all Parties' counsel, or by
28 order of the Court.

1 7. Each individual identified in Paragraphs 6(a) – (j) above to whom Confidential
2 Information is furnished, shown or disclosed shall, prior to the time he or she receives access to
3 such materials, be provided, by counsel furnishing him or her such material, a copy of this
4 Confidentiality Order. Counsel disclosing Confidential Information shall advise said persons of
5 the provisions of this Confidentiality Order and secure adequate assurance of confidentiality and
6 agreement from that person or entity: (1) to be bound by the terms hereof, (2) to maintain the
7 received Confidential Materials in confidence, and (3) not to disclose the received Confidential
8 Materials to anyone other than in accordance with the terms of this Confidentiality Order.

9 8. Each individual identified in Paragraphs 6(a) - (j) above to whom Confidential
10 Information is furnished, shown, or disclosed shall not under any circumstance sell, offer for sale,
11 advertise, or publicize either the Confidential Information or the fact that such persons have
12 obtained any Confidential Information.

13 9. This Confidentiality Order is further without prejudice to the right of any Party to:

14 a. seek to modify or obtain relief from any aspect of this
15 Confidentiality Order;

16 b. object to the use, relevance, or admissibility at trial or otherwise of
17 any material, whether or not designated in whole or in part as Confidential
18 Information governed by this Confidentiality Order; or

19 c. compel disclosure of any material identified as Confidential
20 Information on the basis that the information should not be protected.

21 10. If Confidential Information is disclosed at a deposition, only the stenographic,
22 video or audio reporter and those persons who are authorized by the terms of this Confidentiality
23 Order to receive such material may be present. If any document or information designated as
24 Confidential Information pursuant to this Confidentiality Order is used during the course of a
25 deposition, that portion of the deposition record reflecting such material shall be labeled with the
26 appropriate “Confidential” designation.

27 11. Any filing made with the Clerk of the Court which contains or has attached to it

1 Confidential Information, shall be filed under seal pursuant to federal and local rules for sealing
2 and redacting court records and shall remain under seal (except that it may be unsealed for
3 examination by the Court as necessary). For good cause shown, the Court may order that such
4 filing or portions thereof be unsealed. Documents that are redacted to remove Confidential
5 Information need not be filed under seal.

6 12. This Confidentiality Order shall survive the termination of this action and shall
7 continue in full force and effect thereafter. This paragraph does not apply to the copies of
8 Confidential Materials that have been submitted to and are in the possession of the Court. Nothing
9 in this paragraph is intended to prevent counsel for any Party from retaining case records in his or
10 her own file in accordance with his or her own file retention policies, insurance requirements,
11 and/or Nevada's Rules of Professional Conduct.

12 13. If at any time prior to the termination of this action, any Confidential Information
13 protected by this Confidentiality Order or information produced in this litigation is subpoenaed
14 from the receiving party by any court, administrative or legislative body, or is requested via formal
15 discovery request or otherwise by any other person or entity purporting to have authority to require
16 the production of such information, the Party to whom the subpoena or other request is directed
17 shall, within five (5) business days of receipt, give the other Parties notice of said request. The
18 Party receiving the discovery request or subpoena shall in the interim take all necessary steps to
19 protect potentially Confidential Information and all information so designated in this case as if it
20 were its own confidential information. The Parties receiving notice of a pending discovery request
21 subpoena, or other inquiry, shall have five (5) business days to, in writing, advise the party from
22 whom the discovery was requested of its intent to protect the confidentiality of the information
23 sought, or of its decision to allow it to be disclosed. The Party objecting to the disclosure of the
24 Confidential Information shall take all steps it deems necessary at its own expense, including
25 incurring and paying its own attorney's fees.

26 14. This Confidentiality Order shall not preclude the Parties from exercising any rights
27 or raising any objections otherwise available to them under the Federal Rules of Civil Procedure,
28 including but not limited to the rules of discovery and the rules of evidence, at any time including

1 at the time of trial.

2 15. The terms of this Confidentiality Order shall be effective and enforceable as among
3 the Parties immediately upon its execution by counsel for such Parties.

4 16. Nothing herein shall impose any restrictions on the use or disclosure by a Party of
5 its own Confidential Information as it deems appropriate.

6 17. This Order shall not be construed to prevent any Party from making use of or
7 disclosing Information that was lawfully obtained by a Party independent of discovery in this
8 Litigation, whether or not such material is also obtained through discovery in this Litigation, or
9 from using or disclosing its own Confidential Information as it deems appropriate.

10 18. All persons subject to the terms of this Confidentiality Order agree that this Court
11 shall retain jurisdiction over them for the purpose of enforcing this Confidentiality Order.

12 19. This Confidentiality Order may be amended or modified only by written agreement
13 of the Parties and approved by this Court, or by order of this Court. If any provision of this
14 Confidentiality Order shall be held invalid for any reason whatsoever, the Parties shall attempt to
15 negotiate alternative provisions to the extent necessary to keep intact the original intent of this
16 Confidentiality Order. Should such agreement not be reached, any Party may move the Court for
17 modification of this Confidentiality Order.

18

19 **IT IS SO ORDERED:**

20 
21 Layna J. Zouchal
22 UNITED STATES MAGISTRATE/JUDGE

23 DATED: May 5, 2025

1 **ATTACHMENT A**2 **UNITED STATES DISTRICT COURT**3 **DISTRICT OF NEVADA**

4 SHUSHAN SADJADI, an individual,

5 Plaintiff,

CASE NO.: 2:24-cv-00079-JAD-EJY

6 vs.

7 CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada;
8 MARBELLA ALFONZO, an individual;
9 MATTHEW SPURK, an individual; PATRICIA
CHANDLER, an individual; RAY NEGRETE,
an individual; REBECCA LUCERO, an
individual; CHRIS GREATHOUSE, an
individual, and DOES 1-X, inclusive;
11 Defendants.**AGREEMENT TO BE BOUND BY
CONFIDENTIALITY AND
PROTECTIVE ORDER**

12 The undersigned hereby acknowledges that he/she has read the CONFIDENTIALITY
13 AND PROTECTIVE ORDER (the "Protective Order") dated _____ in the above-
14 captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its
15 terms. The undersigned submits to the jurisdiction of the Court herein for matters relating to the
16 Protective Order, and understands that the terms of the Protective Order obligate him/her to use
17 documents designated as Confidential Information in accordance with the terms contained in the
18 Protective Order solely for the purposes of the above-captioned action, and not to disclose any
19 such documents or information derived therefrom to any other person, firm or concern.

20 The undersigned acknowledges that violation of the Protective Order may result in
21 penalties for contempt of court.

23 Name: _____

Job Title: _____

Employer: _____

Business Address: _____

25 _____
26 _____
27 _____
Signature
4911-1458-3610.1

Date _____